

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 EVERARDO ALVAREZ RIOS,
12 Plaintiff,

13 v.

14 O'REILLY AUTO ENTERPRISES,
15 LLC, a corporate entity form unknown;
and DOES 1-50, inclusive,

16 Defendants.

Case No. 2:25-cv-03063-MWC-SSCx
**STIPULATED PROTECTIVE
ORDER**

Judge: Mag. Judge
Stephanie S.
Christensen

18 **1. INTRODUCTION**

19 **1.1 Purposes and Limitations.** Discovery in this action is likely to involve
20 production of confidential, proprietary, or private information for which special
21 protection from public disclosure and from use for any purpose other than
22 prosecuting this litigation may be warranted. Accordingly, the parties hereby
23 stipulate to and petition the court to enter the following Stipulated Protective Order.
24 The parties acknowledge that this Order does not confer blanket protections on all
25 disclosures or responses to discovery and that the protection it affords from public
26 disclosure and use extends only to the limited information or items that are entitled
27 to confidential treatment under the applicable legal principles.

1 1.2 Good Cause Statement. This is an employment action that will
2 inevitably require the disclosure of confidential and sensitive subject matter,
3 including, but not limited to, the following categories: (i) Defendant's internal
4 policies and procedures, (ii) documents regarding personnel decisions made by
5 Defendant, (iii) witness statements obtained from third-party employees as part of a
6 workplace investigation conducted during Plaintiff's employment, (iv) workers'
7 compensation claims filed by Plaintiff for claimed injuries suffered in the
8 workplace, including HIPAA protected information, and (v) wages, benefits and
9 similar compensation. This information is not generally unavailable to the public
10 and is otherwise privileged and/or otherwise protected from disclosure under
11 prevailing state or federal statutes, court rules, case decisions, or common law.
12 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
13 of disputes over confidentiality of discovery materials, to adequately protect
14 information the parties are entitled to keep confidential, to ensure that the parties are
15 permitted reasonable necessary uses of such material in preparation for and in the
16 conduct of trial, to address their handling at the end of the litigation, and serve the
17 ends of justice, a protective order for such information is justified in this matter. It
18 is the intent of the parties that information will not be designated as confidential for
19 tactical reasons and that nothing be so designated without a good faith belief that it
20 has been maintained in a confidential, non-public manner, and there is good cause
21 why it should not be part of the public record of this case.

22

23 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
24 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
25 Protective Order does not entitle them to file confidential information under seal;
26 Local Rule 79-5 sets forth the procedures that must be followed and the standards
27 that will be applied when a party seeks permission from the court to file material
28 under seal.

1 There is a strong presumption that the public has a right of access to judicial
2 proceedings and records in civil cases. In connection with non-dispositive motions,
3 good cause must be shown to support a filing under seal. *See Kamakana v. City*
4 *and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of*
5 *Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-*
6 *Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
7 protective orders require good cause showing), and a specific showing of good
8 cause or compelling reasons with proper evidentiary support and legal justification,
9 must be made with respect to Protected Material that a party seeks to file under
10 seal. The parties’ mere designation of Disclosure or Discovery Material as
11 CONFIDENTIAL does not—without the submission of competent evidence by
12 declaration, establishing that the material sought to be filed under seal qualifies as
13 confidential, privileged, or otherwise protectable—constitute good cause.

14 Further, if a party requests sealing related to a dispositive motion or trial,
15 then compelling reasons, not only good cause, for the sealing must be shown, and
16 the relief sought shall be narrowly tailored to serve the specific interest to be
17 protected. *See Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir.
18 2010). For each item or type of information, document, or thing sought to be filed
19 or introduced under seal in connection with a dispositive motion or trial, the party
20 seeking protection must articulate compelling reasons, supported by specific facts
21 and legal justification, for the requested sealing order. Again, competent evidence
22 supporting the application must be provided by declaration.

23 Any document that is not confidential, privileged, or otherwise protectable in
24 its entirety will not be filed under seal if the confidential portions can be redacted.
25 If documents can be redacted, then a redacted version for public viewing, omitting
26 only the confidential, privileged, or otherwise protectable portions of the document,
27 shall be filed. Any application that seeks to file documents under seal in their
28 entirety should include an explanation of why redaction is not feasible.

1 2. **DEFINITIONS**

2 2.1 Action: The matter captioned *Everardo Alvarez Rios v. O'Reilly Auto*
3 *Enterprises, LLC, et al.*, Case No. 2:25-cv-03063.

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified
9 above in the Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 "CONFIDENTIAL."

15 2.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses
23 in this Action, with or without prejudice; and (2) final judgment herein after the
24 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
25 this Action, including the time limits for filing any motions or applications for
26 extension of time pursuant to applicable law.

1 2.9 In-House Counsel: attorneys who are employees of a party to this
2 Action. In-House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation-
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23
24 3. SCOPE

25
26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Stipulated Protective Order does not govern the use of Protected
5 Material at trial.

6

7 **4. TRIAL AND DURATION**

8 The terms of this Stipulated Protective Order apply through Final Disposition
9 of the Action.

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and
12 used or introduced as an exhibit at trial becomes public and will be presumptively
13 available to all members of the public, including the press, unless compelling
14 reasons supported by specific factual findings to proceed otherwise are made to the
15 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81
16 (distinguishing “good cause” showing for sealing documents produced in discovery
17 from “compelling reasons” standard when merits-related documents are part of
18 court record). Accordingly, for such materials, the terms of this Stipulated
19 Protective Order do not extend beyond the commencement of the trial.

20

21 **5. DESIGNATING PROTECTED MATERIAL**

22 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
23 Each Party or Non-Party that designates information or items for protection under
24 this Order must take care to limit any such designation to specific material that
25 qualifies under the appropriate standards. The Designating Party must designate for
26 protection only those parts of material, documents, items, or oral or written
27 communications that qualify so that other portions of the material, documents,
28

1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber the case development process or to
6 impose unnecessary expenses and burdens on other parties) may expose the
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
12 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a)
13 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
14 qualifies for protection under this Stipulated Protective Order must be clearly so
15 designated before the material is disclosed or produced.

16 Designation in conformity with this Stipulated Protective Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 “CONFIDENTIAL” to each page that contains protected material. If only a
21 portion or portions of the material on a page qualifies for protection, the Producing
22 Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and
27 before the designation, all of the material made available for inspection shall be
28 deemed CONFIDENTIAL. After the inspecting Party has identified the documents

1 it wants copied and produced, the Producing Party must determine which
2 documents, or portions thereof, qualify for protection under this Stipulated
3 Protective Order. Then, before producing the specified documents, the Producing
4 Party must affix the “CONFIDENTIAL” legend to each page that contains
5 Protected Material. If only a portion or portions of the material on a page qualifies
6 for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify
9 the Disclosure or Discovery Material on the record, before the close of the
10 deposition all protected testimony.

11 (c) for information produced in some form other than documentary and
12 for any other tangible items, that the Producing Party affix in a prominent place on
13 the exterior of the container or containers in which the information is stored the
14 "CONFIDENTIAL" legend. If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable, shall identify the
16 protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive
19 the Designating Party's right to secure protection under this Order for such material.
20 Upon timely correction of a designation, the Receiving Party must make reasonable
21 efforts to assure that the material is treated in accordance with the provisions of this
22 Stipulated Protective Order.

24 | 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the court's
27 Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
3 Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."¹

4 6.3 The burden of persuasion in any such challenge proceeding shall be on
5 the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the court rules on the
11 challenge.

12

13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 7.1 Basic Principles. A Receiving Party may use Protected Material that
15 is disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action reaches a Final Disposition, a
19 Receiving Party must comply with the provisions of section 13 below.

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Stipulated Protective Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated

26

27 ¹ Judge Christensen's Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 “CONFIDENTIAL” only:

2 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as
3 well as employees of said Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this Action;

5 (b) to the officers, directors, and employees (including House Counsel) of
6 the Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) to Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) to the court and its personnel;

11 (e) to court reporters and their staff;

12 (f) to professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (g) to the author or recipient of a document containing the information or
16 a custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, to witnesses, and attorneys for witnesses, in
18 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing
19 party requests that the witness sign the “Acknowledgment and Agreement to Be
20 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any
21 confidential information unless they sign the “Acknowledgment and Agreement to
22 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
23 ordered by the court. Pages of transcribed deposition testimony or exhibits to
24 depositions that reveal Protected Material may be separately bound by the court
25 reporter and may not be disclosed to anyone except as permitted under this
26 Stipulated Protective Order; and

27 (i) to any mediator or settlement officer, and their supporting personnel,
28

1 mutually agreed upon by any of the parties engaged in settlement discussions.
2

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
4 **PRODUCED IN OTHER LITIGATION**

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order
11 to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification shall include
13 a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served
17 with the subpoena or court order shall not produce any information designated in
18 this action as “CONFIDENTIAL” before a determination by the court from which
19 the subpoena or order issued, unless the Party has obtained the Designating Party’s
20 permission. The Designating Party shall bear the burden and expense of seeking
21 protection in that court of its confidential material and nothing in these provisions
22 should be construed as authorizing or encouraging a Receiving Party in this Action
23 to disobey a lawful directive from another court.

1 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 9.1 Application. The terms of this Stipulated Protective Order are
4 applicable to information produced by a Non-Party in this Action and designated as
5 "CONFIDENTIAL." Such information produced by Non-Parties in connection with
6 this litigation is protected by the remedies and relief provided by this Order.
7 Nothing in these provisions should be construed as prohibiting a Non-Party from
8 seeking additional protections.

9 9.2 Notification. In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party's confidential information in its possession, and the
11 Party is subject to an agreement with the Non-Party not to produce the Non-
12 Party's confidential information, then the Party shall:

13 (a) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (b) make the information requested available for inspection by the Non-
17 Party, if requested.

19 9.3 Conditions of Production. If the Non-Party fails to seek a protective
20 order from this court within 14 days of receiving the notice and accompanying
21 information, the Receiving Party may produce the Non-Party's confidential
22 information responsive to the discovery request. If the Non-Party timely seeks a
23 protective order, the Receiving Party shall not produce any information in its
24 possession or control that is subject to the confidentiality agreement with the Non-
25 Party before a determination by the court. Absent a court order to the contrary, the
26 Non-Party shall bear the burden and expense of seeking protection in this court of its
27 Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
7 the person or persons to whom unauthorized disclosures were made of all the terms
8 of this Order, and (d) request such person or persons to execute the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

10

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Rule
16 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended
17 to modify whatever procedure may be established in an e-discovery order that
18 provides for production without prior privilege review. Pursuant to Rules 502(d)
19 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement
20 on the effect of disclosure of a communication or information covered by the
21 attorney-client privilege or work product protection, the parties may incorporate
22 their agreement in the stipulated protective order submitted to the court.

23

24 **12. MISCELLANEOUS**

25

26 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
27 abridges the right of any person to seek its modification by the court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Stipulated Protective Order no Party waives any right it otherwise would have to
2 object to disclosing or producing any information or item on any ground not
3 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
4 to object on any ground to use in evidence of any of the material covered by this
5 Stipulated Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the court.

12

13 **13. FINAL DISPOSITION**

14 After the Final Disposition of this Action, as defined in paragraph 4, within
15 60 days of a written request by the Designating Party, each Receiving Party must
16 return all Protected Material to the Producing Party or destroy such material. As
17 used in this subdivision, “all Protected Material” includes all copies, abstracts,
18 compilations, summaries, and any other format reproducing or capturing any of the
19 Protected Material. Whether the Protected Material is returned or destroyed, the
20 Receiving Party must submit a written certification to the Producing Party (and, if
21 not the same person or entity, to the Designating Party) by the 60 day deadline that
22 (1) identifies (by category, where appropriate) all the Protected Material that was
23 returned or destroyed and (2) affirms that the Receiving Party has not retained any
24 copies, abstracts, compilations, summaries or any other format reproducing or
25 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
26 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
27 and hearing transcripts, legal memoranda, correspondence, deposition and trial
28 exhibits, expert reports, attorney work product, and consultant and expert work

1 product, even if such materials contain Protected Material. Any such archival
2 copies that contain or constitute Protected Material remain subject to this Protective
3 Order as set forth in Section 4.

4

5 **14. VIOLATION**

6 Any violation of this Stipulated Protective Order may be punished by any
7 and all appropriate measures including, without limitation, contempt proceedings
8 and/or monetary sanctions.

9

10 Dated: July 9, 2025

HIGGS FLETCHER & MACK LLP

11

12

13 By: /s/ Geoffrey M. Thorne
14 JAMES M. PETERSON
15 GEOFFREY M. THORNE
16 Attorneys for Defendant
O'REILLY AUTO ENTERPRISES, LLC

17 Dated: July 9, 2025

SMAILI & ASSOCIATES, P.C.

18

19

20 By: /s/ Stephen D. Counts
21 Jihad M. Smaili, Esq.
22 Stephen D. Counts, Esq.
23 Attorney for Plaintiff,
EVERARDO ALVAREZ RIOS

24 **IT IS SO ORDERED.**

25 Dated: July 14, 2025



26

27

28

Hon. Stephanie S. Christensen
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name], of _____, [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____

[print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State: _____

Printed Name:

Signature: